

FEDERAL COMMUNICATIONS COMMISSION

WASHINGTON, D.C. 20554

FEBRUARY 1, 1990

IN REPLY REFER TO:
8910

KENNETH W. SASSO
2934 W. 1000, NORTH
TREMONTON, UT 84337

Call Letters: KZZK, KBXQ-FM
Date Granted: JANUARY 5, 1990
File Number(s) BAL-891109EH
BALH-891109EI

NOTICE TO ASSIGNEE

Enclosed is FCC Form 732 notifying you of Commission consent to the assignment of the construction permit and/or license of the station(s) therein described. Voluntary assignments are required to be completed within sixty (60) days of the date granted.

In addition to the filing of the below mentioned FCC Form 323, you are required to immediately notify this office (8910), by letter, as to the exact date of the consummation; that is, the date on which the acts necessary to effect the assignment were completed.

Within thirty (30) days after the consummation of the assignment it will be necessary for you to submit an Ownership Report (FCC Form 323) reporting all changes as required by Section 73.3615 of the Rules. Where applicable, a separate Ownership Report should also be completed and submitted for any holding company (25% or greater ownership interest) of the licensee/permittee. Contractual information required by Section 73.3613 should be reported for the assignee in Item 6, page one of the Ownership Report and copies of each instrument should be submitted with the report. If this is an involuntary assignment that was the result of a death or court action, an Ownership Report must be filed to determine that all requirements of the Rules have been met and reported.

In the event the assignee is the licensee/permittee of another station and has a current Ownership Report on file, you may complete and file only page one of FCC Form 323 to reflect the acquisition of the station(s) listed above. FCC Form 323 is enclosed for your convenience in filing.

It is of the utmost importance that all Commission correspondence comes to the immediate attention of the permittee or licensee. Only one mailing address can be maintained for each station. Unless we hear from you to the contrary, the above address will be used as your permanent mailing address.

If the assignor has any applications pending before the Commission, these applications must be amended to reflect the name of the assignee. Upon consummation of the assignment, amendments to each application must be filed by the assignee, in triplicate, signed by the proper party (see Section 73.3513 of the Rules). Further processing of these applications will be withheld pending receipt of the amendment.

Enclosures
cc: Ownership

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

File No.(s): BAL-891109EH
BALH-891109EI

Class of station(s): AM, FM

<input checked="" type="checkbox"/> CONSENT TO ASSIGNMENT: <input type="checkbox"/> CONSENT TO TRANSFER CONTROL: <input type="checkbox"/> CONSENT TO TRANSFER STOCK: Whereby of Control by is effected.	FROM NORTHERN UTAH BROADCASTING CO., INC.
	TO KENNETH W. SASSO
Licensee/Permittee: (for transfer only)	

CALL SIGN(s)

STATION LOCATION(s)

AUXILIARY STATION(s) (for assignments only)

KZZK

TREMONTON, UT

ALL CURRENTLY AUTHORIZED AUXILIARY
SERVICES

KBXQ-FM

TREMONTON, UT

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

THAT THE ASSIGNMENT OF LICENSE COVERED BY BAL-891109EH AND
BALH-891109EI BE CONSUMMATED WITHIN SIXTY (60) DAYS OF THE
DATE OF THE GRANT, THAT THE COMMISSION BE NOTIFIED OF SUCH
CONSUMMATIONS WITHIN ONE DAY THEREAFTER AND THAT THE STATIONS
RESUME BROADCASTING WITHIN SIXTY (60) DAYS AFTER CONSUMMATION
OF THE GRANT OF THIS APPLICATION,

Under authority of the Communications Act of 1934, as amended, the consent of the Federal Communications Commission is hereby granted to the transaction indicated above.

The Commission's consent to the above is based on the representations made by the applicants that the statements contained in, or made in connection with, the application are true and that the undertakings of the parties upon which this transaction is authorized will be carried out in good faith.

The actual consummation of voluntary transactions shall be completed within 60 days from the date hereof, and notice in letter form thereof shall promptly be furnished the Commission by the buyer showing the date the acts necessary to effect the transaction were completed. Upon furnishing the Commission with such written notice, this transaction will be considered completed for all purposes related to the above described station(s).

FCC Form 323 (Ownership Report), must be filed within 30 days after consummation, by the licensee/permittee or assignee.

ADDITIONAL REQUIREMENTS FOR ASSIGNMENTS ONLY:

Upon consummation the assignor must deliver the permit/license, including any modifications thereof to the assignee.

It is hereby directed that, upon consummation, a copy of this consent be posted with the station authorization(s) as required by the Commission's Rules and Regulations.

The assignee is not authorized to construct nor operate said station(s) unless and until notification of consummation in letter form has been forwarded to the Commission.

Dated: JANUARY 5, 1990

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FEDERAL
COMMUNICATIONS
COMMISSION



FCC 732
March 1992

FEDERAL COMMUNICATIONS COMMISSION

WASHINGTON, D.C. 20554

FEBRUARY 1, 1990

IN REPLY REFER TO:
8910

KENNETH W. SASSO
2934 W. 1000, NORTH
TREMONTON, UT 84337

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Enclosures
cc: Ownership

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

File No.(s): BAL-891109EH
BALH-891109EI

Class of station(s): AM, FM

<input checked="" type="checkbox"/> CONSENT TO ASSIGNMENT: <input type="checkbox"/> CONSENT TO TRANSFER CONTROL: <input type="checkbox"/> CONSENT TO TRANSFER STOCK: Whereby of Control by is effected.	FROM NORTHERN UTAH BROADCASTING CO., INC.
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Dated: JANUARY 5, 1990

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FEDERAL
COMMUNICATIONS
COMMISSION



FCC 732
March 1982

McQUAID, BEDFORD, CLAUSEN & METZLER
ATTORNEYS AT LAW

650 California Street, Suite 800 • San Francisco, California 94108
(415) 392-7077

Peter N. Pelavin

FAX (415) 392-3969

November 8, 1989

RECEIVED

89-110

Ms. Donna Searcy, Secretary
FEDERAL COMMUNICATION COMMISSIONS
1919 M Street, N.W.
Washington, D.C. 20554

FCC
FEE SECTION

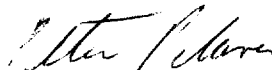
Re: KKVU(AM)/KKVU(FM), Tremonton, UT

Dear Madame Secretary:

Enclosed for filing please find an original and two copies of
FCC Form 314 for the above-referenced station and a check in the
amount of \$1,000.00.

Sincerely,

MCQUAID, BEDFORD, CLAUSEN & METZLER



PETER N. PELAVIN

PNP\lmp
Enclosures

cc: KKVU(AM) Public File
KKVU(FM) Public File

Commission Use Only
BALH-891109EI
File No. BAL-891109EH

FEE NO. 69
United States of America
Federal Communications Commission
Washington, D.C. 20554
Approved by OMB
3060-0031
Expires 6/30/89
MKA
1000.00
17

APPLICATION FOR CONSENT TO ASSIGNMENT OF BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE
(Carefully read instructions before filling out form — RETURN ONLY FORM TO FCC)

Section I

GENERAL INFORMATION

Part I — Assignor

1. Name of Assignor

Northern Utah Broadcasting Co., Inc.

RECEIVED

891109

FCC
FEE SECTION

Street Address

City

605 WEST HAVEN DRIVE LOGAN

State

Zip Code

Telephone No.

(include area code)

801-753-8090

UT

84321

2. Authorization which is proposed to be assigned

(a) Call letters

KKVU-AM & KKVU-FM

Location

Tremonton, Utah

(b) Has the station commenced its initial program tests within the past twelve months?

☐ YES ☒ NO

If yes, was the initial construction permit granted after comparative hearing?

na

☐ YES ☐ NO

If yes, attach as Exhibit No. the showing required by Section 73.3597.

3. Call letters of any Remote Pickup, STL, SCA, or other stations which are to be assigned:

RPU KOS 370

4. Is the information shown in assignor's Ownership Reports (FCC Form 323 or 323-E) now on file with the Commission true and correct as of this date?

☒ YES ☐ NO

If No, attach as Exhibit No. na an Ownership Report supplying full and up-to-date information.

5. Attach as Exhibit No. I a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach.

6. State in Exhibit No. II whether the assignor, or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of the assignor's stock: (a) have any interest in or connection with an AM, FM or television broadcast station; or a broadcast application pending before the FCC; or (b) has had any interest in or connection with any dismissed and/or denied application; or any FCC license which has been revoked.

The Exhibit should include the following information: (i) name of party with such interest; (ii) nature of interest or connection, giving dates; (iii) call letters or file number of application; or docket number; (iv) location.

Part I—Assignor

7. Since the filing of the assignor's last renewal application for the authorization being assigned, or other major application, has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of assignor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony; lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination? ☐ YES ☒ NO

If Yes, attach as Exhibit No. na a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition of litigation.

Section I**GENERAL INFORMATION****Part II — Assignee**

1. Name of Assignee **KENNETH W. SASSO**

Street Address (or other identification)

City

12934 WEST 1900 NORTH THERMONT

State

Zip Code

Telephone No.

(Include area code)

UT

84337

(713) 265-0021

2. Does the contract submitted in response to Question 5, Part I of Section I embody the full and complete agreement between the assignor and assignee? ☒ YES ☐ NO

If No, explain in Exhibit No. _____.

Section II**ASSIGNEE'S LEGAL QUALIFICATIONS**

1. Assignee is:

☒ an individual

☐ a general partnership

☐ a limited partnership

☐ a corporation

☐ other

2. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in Exhibit No. _____ the nature of the applicant.

CITIZENSHIP AND OTHER STATUTORY REQUIREMENTS

YES NO

3. (a) Is the applicant in compliance with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments? ☒ ☐

(b) Will any funds, credit, etc., for construction, purchase or operation of the station be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents? ☐ ☒

If Yes, provide particulars as Exhibit No. _____.

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 4. (a) Has an adverse finding been made, adverse final action taken or consent decree approved by any court or administrative body as to the applicant or any party to the application in any civil or criminal proceeding brought under the provisions of any law related to the following: any felony, antitrust, unfair competition, fraud, unfair labor practices, or discrimination? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in 4.(a)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to (a) or (b) above is Yes, attach as Exhibit No. _____, a full disclosure concerning the persons and matters involved, identifying the court or administrative body and the proceeding (by dates and file numbers), stating the facts upon which the proceeding was based or the nature of the offense committed, and disposition or current status of the matter. Information called for by this question which is already on file with the Commission need not be refiled provided: (1) the information is now on file in another application or FCC form filed by or on behalf of the assignee; (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filing date of the application or other form containing the information and the page or paragraph referred to; and (3) after making the reference, the assignee states, "No change since date of filing."

ASSIGNEE'S LEGAL QUALIFICATIONS

TABLE I PARTIES TO APPLICATION

5. (a) Complete Table I with respect to the assignee. (Note: If the applicant considers that to furnish complete information would pose an unreasonable burden, it may request that the Commission waive the strict terms of this requirement).

INSTRUCTIONS: If applicant is an individual, fill out column (a) only. If applicant is a partnership, fill out columns (a), (b) and (d), state as to each general or limited partner (*including silent partners*) (a) name and residence, (b) nature of partnership interest (*i.e., general or limited*), and (d) percent of ownership interest. If applicant is a corporation or an unincorporated association with 50 or fewer stockholders, stock subscribers, holders of membership certificate or other ownership interest, fill out all columns, giving the information requested as to all officers, directors and members of governing board. In addition, give the information as to all persons or entities who are the beneficial or record owners of or have the right to vote capital stock, membership or owner interest or are subscribers to such interests. If the applicant has more than 50 stockholders, stock subscribers or holders of membership certificates or other ownership interests, furnish the information as to officers, directors, members of governing board, and all persons or entities who are the beneficial or record owners of or have the right to vote 1% or more of the capital stock, membership or owner interest except that if such entity is a bank, insurance company or investment company (as defined by 15 U.S.C. §80a-3) which does not invest for purposes of control, the stock, membership or owner interest need only be reported if 5% or more

Applicants are reminded that questions 5 through 7 of this Section must be completed as to all "parties to this application" as that term is defined in the instructions to Section II of this form.

Name and Residence (Home) Address(es)	Nature of Partnership Interest or Office Held	Director or Member of Governing Board		% of: Ownership (O) or Partnership (P) or Voting Stock (VS) or Membership (M)
		YES	NO	
(a)	(b)	(c)		(d)
KENNETH W. SASSO 1503 S. YEGUA RIVER CIRCLE SUGAR LAND, TEXAS 77478				

ASSIGNEE'S LEGAL QUALIFICATIONS

TABLE I (cont'd)

PARTIES TO APPLICATIONS

Name and Residence (Home) Address(es)	Nature of Partnership Interest or Office Held	Director or Member of Governing Board		% of: Ownership (O) or Partnership (P) or Voting Stock (VS) or Membership (M)
		YES	NO	
		(c)		
(a)	(b)	(c)		(d)

ASSIGNEE'S LEGAL QUALIFICATIONS

YES NO

5. (b) Does the applicant or any party to this application, own or have any interest in a daily newspaper or cable television system? ☐ ☒

(c) Does the applicant or any party to this application have an ownership interest in, or is an officer, director or partner of, an investment company, bank, or insurance company which has an interest in a broadcast station, cable system or daily newspaper? ☐ ☒

If the answer to questions 5(b) or (c) is Yes, attach as Exhibit No. _____, a full disclosure concerning persons involved, the nature of such interest, the media interest and its location.

OTHER BROADCAST INTERESTS

6. Does the applicant or any party to this application have any interest in or connection with the following?

(a) an AM, FM or TV broadcast station? ☐ ☒

(b) a broadcast application pending before the FCC? ☐ ☒

7. Has the applicant or any party to this application had any interest in or connection with the following:

(a) an application which has been dismissed with prejudice by the Commission? ☐ ☒

(b) an application which has been denied by the Commission? ☐ ☒

(c) a broadcast station, the license which has been revoked? ☐ ☒

(d) an application in any Commission proceeding which left unresolved character issues against the applicant? ☐ ☒

(e) If the answer to any of the questions in 6 or 7 is Yes, state in Exhibit No. _____, the following information: ☐ ☐

(i) Name of party having such interest;

(ii) Nature of interest or connection, giving dates;

(iii) Call letters of stations or file number of application, or docket number;

(iv) Location.

8. (a) Are any of the parties to this application related to each other (as husband, wife, father, mother, brother, sister, son or daughter)? ☐ ☒

(b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of any party to this application have any interest in or connection with any other broadcast station or pending application? ☐ ☒

If the answer to (a) or (b) above is Yes, attach as Exhibit No. _____, a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

YES NO

9. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

☐ ☒

If Yes, provide particulars as Exhibit No. _____.

10. Do documents, instruments, agreements or understandings for the pledge of stock of a corporate applicant, as security for loans or contractual performance, provide that (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of stockholder rights by the purchaser at such sale, the prior consent of the Commission (pursuant to 47 U.S.C. 310(d)) will be obtained?

☐ ☒

If No, attach as Exhibit No. _____ a full explanation.

Section III

ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The applicant certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the facilities for three months.
2. The applicant certifies that: (a) it has a reasonable assurance of a present firm intention for each agreement to furnish capital or purchase capital stock by parties to the application, each loan by banks, financial institutions or others, and each purchase of equipment on credit; (b) it can and will meet all contractual requirements as to collateral, guarantees, and capital investment; (c) it has determined that all such sources (excluding banks, financial institutions and equipment manufacturers) have sufficient net liquid assets to meet these commitments.

☒ ☐☒ ☐

SECTION IV

ASSIGNEE'S PROGRAM SERVICE STATEMENT

FOR AM AND FM APPLICANTS

1. Attach as Exhibit No. A a brief description, in narrative form, of the planned programming service relating to the issues of public concern facing the proposed service area.

FOR TELEVISION APPLICANTS

2. Ascertainment of Community Needs.
 - A. State in Exhibit No. _____ the methods used by the applicant to ascertain the needs and interests of the public served by the station. Such information shall include (1) identification of representative groups, interests and organizations which were consulted and (2) the major communities or areas which applicant principally undertakes to serve.
 - B. Describe in Exhibit No. _____ the significant needs and interests of the public which the applicant believes its station will serve during the coming license period, including those with respect to national or international matters.
 - C. List in Exhibit No. _____ typical and illustrative programs or program series (*excluding Entertainment and News*) that applicant plans to broadcast during the coming license period to meet those needs and interests.
3. State the minimum amount of time, between 6:00 a.m. and midnight, the applicant proposes to normally devote each week to the program types listed below (*see definitions in instructions*). Commercial matter, within a program segment, shall be excluded in computing the time devoted to that particular program segment, e.g., a 15-minute news program containing three minutes of commercial matter, shall be computed as a 12-minute news program.

	HOURS	MINUTES	% of TOTAL TIME ON AIR
NEWS	_____	_____	_____
PUBLIC AFFAIRS	_____	_____	_____
ALL OTHER PROGRAMS (<i>Exclusive of Sports and Entertainment</i>)	_____	_____	_____
LOCAL PROGRAMMING	_____	_____	_____

4. State the maximum amount of commercial matter the applicant proposes to allow normally in any 60-minute segments: _____
5. State the maximum amount of commercial matter the applicant proposes to allow normally in a 60-minute segment between the hours of 6 p.m. to 11 p.m. (5 p.m. to 10 p.m. Central and Mountain Times): _____
 - (a) State the number of hourly segments per week this amount is expected to be exceeded, if any: _____
6. State in Exhibit No. _____, in full detail, the reasons why the applicant would allow the amount of commercial matter stated in Question 4 and 5 above to be exceeded.

SECTION V

ASSIGNEE'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

YES NO

1. Does the applicant propose to employ five or more fulltime employees?

☐ ☒

If the answer is Yes, the applicant must include an EEO program called for in the Model EEO Program. (FCC Form 396-A).

SECTION VI

Part I — Assignor

ASSIGNOR'S CERTIFICATION

1. Has or will the assignor comply with the public notice requirement of Section 73.3580 of the Rules?

☒ YES ☐ NO

The **ASSIGNOR** acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The **ASSIGNOR** represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the **ASSIGNOR** has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT
U.S. CODE, TITLE 18, Section 1001**

I certify that the assignor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 1 day of November, 19 89 *hm*

Northern Utah Broadcasting Co., Inc.

Name of Assignor

GLACUS G. MERRILL

Signature

Glacus G. Merrill

President

Title

SECTION VI

Part II — Assignee

ASSIGNEE'S CERTIFICATION

The **ASSIGNEE** hereby waives any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended).

The **ASSIGNEE** acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The **ASSIGNEE** represents that this application is not filed by it for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

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**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT.
U.S. CODE, TITLE 18, SECTION 1001.**

I certify that the assignee's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 1ST day of NOVEMBER 1989

KENNETH W. SASSO

Name of Assignee

Signature

Title

**FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT
AND THE PAPERWORK REDUCTION ACT**

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The principal purpose for which the information will be used is to determine if the benefit requested is consistent with the public interest. The staff, consisting variously of attorneys, accountants, engineers, and application examiners, will use the information to determine whether the application should be granted, denied, dismissed, or designated for hearing. If all the information requested is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to obtain the requested authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 95-579, DECEMBER 31, 1974, 5 U.S.C. 552(e)(3) AND THE PAPERWORK REDUCTION ACT P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

EXHIBIT "A"

PROGRAMMING NARRATIVE:

It is the intention of the applicant to provide local news service, community affairs programming, and public service information that will benefit the citizens within the service area of KKVU AM and FM.

Programming will be tailored to fit the needs of the communities served by the radio stations. It is the intention of the applicant to locate his domicile within the primary county service area, therefore enabling him to better ascertain the broadcast service needs of the area.

The applicant further intends to emphasize local news features, talk programs, and issues oriented reports that concern the citizens within the primary service area of the radio stations. These programming elements will be in addition to normal entertainment programming, such as those programs involving the presentation of music, comedy, and general entertainment.

EXHIBIT # I ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT

This agreement, made and entered into this 1st day of November, 1989, by and between Northern Utah Broadcasting Company, Inc., a Utah corporation, hereinafter referred to as Seller and Kenneth W. Sasso an entity and qualified to do business in the state of Utah, hereinafter referred to as Buyer and Kenneth W. Sasso, hereinafter referred to as Individual Guarantor.

PREAMBLE
WITNESSETH

WHEREAS, Seller is the owner and licensee of Radio Station KKVU-AM/FM, which is located in Tremonton, Utah with transmitters near Tremonton, Box Elder County, Utah (hereafter sometimes collectively referred to as "Stations"; and

WHEREAS, Buyer desires to purchase and Seller desires to sell all of the fixed and tangible assets of Seller used or useful in the operation of the Stations, and to obtain the assignments of its contracts, and agreements of licenses issued by the Federal Communications Commission for the operation of the Stations, and of other licenses, permits or authorizations issued by any governmental entity in connection therewith; and

WHEREAS, the licenses and construction permit issued by the Commission for the operation of the station may not be assigned by Seller to Buyer without prior written consent of the Commission; and

WHEREAS, Buyer and Seller have negotiated a price (hereinafter called the "Purchase Price") for the sale and

purchase of the Broadcast Assets of the stations;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and subject to the conditions hereinafter set forth, the parties hereto agree as follows:

DEFINITION OF TERMS

1. Definition of Terms. As used herein, the following terms shall have the following meanings:

(a) "Commission" means the Federal Communications Commission or any successor federal government agency the approval of which is required before a broadcast license can be assigned.

(b) "Commission's Order" means an Order of the Commission consenting to the assignment to Buyer of the Licenses.

(c) "Final Order" means a Commission Order as to which the time for filing a request for administrative or judicial review or reconsideration has expired without any such filing having been made, or in the event of such filing, the Commission Order has been reaffirmed or upheld and the time for seeking further administrative or judicial review with respect thereto has expired without any request for such further review having been filed.

(d) "Closing Date" and "Closing" mean the date and time at which the Broadcast Assets, the Licenses and the radio broadcasting Business of the Stations will be transferred to Buyer. Subject to the provisions of the Paragraph 11 hereof (providing for termination of the Agreement if Commission approval is not secured within a specified time period), the

Closing date shall be 10:00 a.m. local time on the date agreed to by the Buyer and Seller not less than five (5) nor more than thirty (30) days after the Commission's Order. The parties agreed to request Commission approval of the Closing date if such approval is necessary. The Closing Date can be delayed only by written agreement of the parties.

(e) "Closing Place" means the offices of the Stations in Tremonton, Utah or at such other place as may be agreed to in writing by the parties.

(f) "Broadcast Assets" means:

1. The real property to which are located the antenna and ground system, transmitter, studios and offices of the stations, including improvements thereon and easements, if any, all as listed and described in Schedule A attached hereto.
2. The furniture, fixtures, machinery, equipment, inventory, and other tangible personal property owned by Seller and used in the operation of the stations, together with any replacements thereof or additions thereto made between the date hereof and the Closing Date, less any retirements made in the ordinary and usual course of business , all as listed and described in Schedule B attached hereto.
3. Leases, contracts and agreements of Seller and relating to the Stations listed or described in Schedule C hereof and which are in effect on the Closing Date.
4. Prepaid expenses, deposits, and deferred charges of the Stations determined in accordance with generally accepted accounting principals as of the Closing Date.

5. Goodwill, privileges, licenses, permits, copy-rights, service or trademarks and trade names, investments and other tangible rights, including rights to the call letters "KKVU and KKVU-FM" owned by Seller and used in the operation of the Stations or in connection with the Broadcast Assets and Broadcast Contracts, all as listed and described in Schedule D attached hereto.

6. All other things acquired for the use or to be used in the operation of the Stations.

(g) "Licenses" mean the licenses, permits or other authorizations issued by the Commission in connection with the Stations and the auxiliary stations used with it, as listed and described in Schedule E attached hereto, and renewals thereof.

ASSETS TO BE SOLD

2. Assets to be conveyed. On the Closing Date, subject to the terms and conditions of this agreement, Seller will:

(a) Assign, transfer and deliver or cause to be delivered to Buyer all of the Broadcast Assets and will execute and deliver to Buyer all such general warranty deeds,, bills of sale (with full covenants of warrant), stock powers, assignments, leases, and other documents and instruments as may be required by this agreement, and as Buyer may reasonable request in order to effectuate the transfer and sale of the Broadcast Assets to Buyer as of the Closing Date.

(b) Deliver to Buyer all files; records; books of account; program, operating and maintenance logs; and other records

relating to the operation of the Stations (not including, however, financial and other records pertaining to corporate affairs of seller unrelated to the operation of the Stations) as Buyer may reasonably request, including all Broadcast Contracts.

3. Assumption of Certain Liabilities. On the Closing Date, Buyer will assume the liabilities of Seller under the contracts, agreements and leases included in the Broadcast assets applicable to the period after the Closing Date, except as may otherwise be specifically provided in Schedule E-1 (none) and Seller shall execute and deliver to Buyer all documents and instruments as may be required by this agreement and as Buyer may reasonable request in order to effectuate such assumption of obligations.

PURCHASE PRICE

4. Purchase price and Payment thereof.

The Purchase Price for the Broadcast Assets is Two Hundred Fifteen Thousand Dollars (\$215,000), allocated as follows:

Land: \$ 30,000

Building: 50,000

Broadcast Assets: \$145,000

Payable as follows: \$ 5,000, receipt of which is hereby acknowledged, \$10,000 at the date of closing and \$ 200,000 by promissory note ("the Note") payable as follows:

Said note shall bear interest at ten percent (10%) per annum for 10 years (120 months) and will be amortized as follows:

No payments for 12 months, Interest only beginning on and accruing from the 13th month from closing. Principal and interest